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Electronically Recorded
Official Public Records

Tarrant County Texas

2/3/2010 2:17 PM

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Dyan Herley

Suzanne Henderson

PGS 4

\$28.00

Submitter: SIMPLIFILE



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD:

ELECTRONICALLY RECORDED BY SIMPLIFILE Wordinger, Paul et Dx Melinda CHKOI322

Ву:_____

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BEGAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode: 13635

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this day of Atlanta by and between Paul R. Wordinger and spouse, Melinda M. Wordinger whose address is 6433 Green Ridge Drive Watauga, Texas 76148, as Lessor, and HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, 13465 Midway Road, Suite 400, Dallas, Texas 75244, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land hereinafter called leased premises:

land, hereinafter called leased premises:

See attached Exhibit "A" for Land Description

in the County of <u>Tarrant</u>, State of TEXAS, containing <u>0.160</u> gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of [5] five years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof,

accuracy at Lessees request any wildlong or supplemental instantones for a more complete or accurate description of the land to covered. For the purpose of determining the mount of any which regulate instantion from the production products and the production products are produced paging quantities from the issues primary summor and the products are produced paging quantities. The many according to the products are produced paging quantities. The many according to the products are produced paging quantities. The many according to the products are produced paging quantities. The many according to the products are produced paging quantities. The many according to the products are producted and suspendent and success to paging quantities. The products are producted to the products are producted as a support products, the products and the products are producted as a product of the products and the products are producted as a product of the products and the products are producted as a product of the products and the products are producted as a production of the products are producted as a product of the products are producted as a production of the products are producted as a product of the products are producted as a product

of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in al

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- 10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Leasee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of reads, canals, piedness, tanks, water wells, disposal wells, injection wells, pied in such operations, free of cost, the drilling of wells, and other facilities deemed necessary by Lessee to discover, produce, stanks, water wells, disposal wells, injection wells, pied in such operations, free of cost, and other facilities deemed necessary by Lessee to discover, produce, some and of transport production. Lessee may use in such operations, free of cost, and and/or transport of this lease; and (or the leased premises or clarks) produced the rewith. It is a produced the remains and part of the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entered lease or premises deachbed in Paragraph 1 above, notwithstanding any parties are of ands pooled therewith, the ancillary rights granted herein shall apply (a) to the entered lease of the parties of the leased premises or lands pooled therewith. When requested by Lessor in which Lessor on one therefall the anti-district of the leased premises or lands as the leased premises or other lands used by Lessor expert the continuous production and the season of the facility of the leased premises or other lands used by Lessor in the leased premises or such other lands, and to commercial limber and growing crops thereon. Lessor shall have the right at any time to remove its futures, and the lease of parties an

- - 17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to his lease will seek to after the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

!	LESSOR-HAMBETHER ONE OR MORE)		Melenda 1	1. Wordinger
_	PAUL R WORDINGER		Melinda	M Wordinger
_	LESSOR	ssor <u>Lessor</u>		U
	ACKNOWLEDGMENT			
	STATE OF TEXAS PILANT COUNTY OF PILANT This instrument was acknowledged before me on the	day of October	20 <u>09</u> by Paul	R. Wordinger
	PAUL D. YOUNG Notary Public STATE OF TEXAS		Notary Public, State of Texas Notary's name (printed): Notary's commission expires:	Fall 1. 65.
Sec.		ACKNOWLED	GMENT	
	STATE OF TEXAS AT A 1 This instrument was acknowledged before me on the	13 day of October	20 09 by Melins	g M. Wordinger
(风)	PAUL D. YOUNG Notary Public CTATE OF TEXAS Domm. Exp. Oct. 30, 2011		Notary Public, State of Texas Notary's name (printed):_ Notary's commission expires:_	10130136WB
	CORPORATE ACKNOWLEDGMENT			
	TATE OF TEXAS OUNTY OF			
	This instrument was acknowledged before me on theacorpora	day of tion, on behalf of said corp	ooration.	of
_			Notary Public, State of Texas Notary's name (printed): Notary's commission expires:	
		RECORDING INFO	RMATION	
S'	STATE OF TEXAS			
C	ounty of			
re	This instrument was filed for record on the, of the, of the	day of records of thi		o'clockM., and duly
			Ву	·
			Clerk (or Deputy)	

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Exhibit "A" Land Description

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the day of day of day of day of day of hetween, HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, as Lessee, and Paul R. Wordinger and spouse, Melinda M. Wordinger as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.160 acre(s) of land, more or less, situated in the Thomas Spronce Survey, Abstract No. 1399, and being Lot 9, Block 57, Foster Village, Section 16, an Addition to the City of Watauga, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet 388-162, Page/Slide 70 of the Plat Records of Tarrant County, Texas, and being further described in that certain Warranty Deed with vendor's lien recorded on 7/23/2007 as Instrument No. D207254525 of the Official Records of Tarrant County, Texas.

ID: , 14610-57-9

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